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AGREEMENT

Between

TOWNSHIP OF ABERDEEN

MONMOUTH COUNTY, NEW JERSEY

AND

ABERDEEN CLERICAL EMPLOYEES

JANUARY 1, 1996 THROUGH DECEMBER 31, 2000

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## PREAMBLE

This Agreement, effective as of the 1st day of January , 1996 by and between the Township of Aberdeen, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the Township and The Aberdeen Clerical Employees (ACE) hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the Township and all its White Collar Employees who are within the provisions of this Agreement, In order that more efficient and progressive public service may be rendered.

ARTICLE 1  
RECOGNITION

The Township of Aberdeen recognizes the Union as the exclusive collective bargaining agent for all permanent, part-time and full-time employees as specifically enumerated by job titles listed below, which may be amended from time to time:

Clerk Typist	Civilian Police Dispatcher
Deputy Court Clerk	Account Clerk
Senior Account Clerk	Assessing Clerk
Principal Assessing Clerk	Senior Water Cashier
Court Clerk	Clerk Stenographer
Senior Clerk Stenographer	Cashier
Police Records Clerk	Police Records Clerk/Steno
Principal Clerk	Bookkeeping Machine Operator
Welfare Part-time Clerk Typist	

Supervisory personnel, heads of departments and all part-time or temporary personnel working less than 20 hours per week are excluded.

## ARTICLE 2

### DISCRIMINATION AND COERCION

Neither the Township nor the Union, nor any of their agents, shall discriminate against, or in favor of, or intimidate or coerce any employee because of his Union membership or nonmembership or participation or non-participation in Union activities. Neither the Township nor the Union shall discriminate against any employee because of race, color, sex, religion, national origin, political affiliation, marital status, age or physical disability.

ARTICLE 3  
MANAGEMENT RIGHTS

A. The Township of Aberdeen hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties or responsibilities under any other national, state, county, or local laws.

## ARTICLE 4

### GRIEVANCE ADJUSTMENT PROCEDURE - EMPLOYEE

#### A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the application of the terms and conditions of this Agreement as to an employee or group of employees.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance discuss the matter informally with any supervisor of the departments and having the grievance adjusted without formal proceedings as long as such settlement is not in conflict with the terms of this Agreement.

3. Pending the filing of a grievance and its final disposition the employee shall continue to work in a regular and orderly manner without interruption.

#### B. Definition:

The term "grievance" as used herein means any alleged violation of this Agreement, or any dispute with respect to its meaning or application that may be raised by an individual, the Union or the Township of Aberdeen.

#### C. Grievance Specificity:

A written grievance must identify the grievant by name; set forth with reasonable particularity a clear and concise statement of the fact constituting the grievance, including the specific action or failure to act alleged; the time and place of occurrence of said act; the employer's representative whose action or failure to act forms the basis of the grievance, explaining the precise questions or interpretation, application or alleged violation of such provisions underlying the grievance and must set forth with particularity the remedy sought.



D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the employees covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent or the grievance is resolved on a lower level:

1. Step One - Department Head

(a) A grievance shall be submitted in writing to the Department Head within fourteen calendar (14) days of occurrence of the grievance or when the aggrieved should reasonably be expected to have known of its occurrence. Failure to act within said time period shall be deemed to constitute an abandonment of the grievance.

(b) The Department Head shall render a written decision within ten (10) working days from the receipt of the grievance.

2. Step Two - Township Manager:

(a) In the event a satisfactory settlement has not been reached at step one, or the Department head fails to respond within the time period prescribed, such employee may file a signed written grievance with the Township Manager within five (5) days of its due date. The Township Manager shall review the grievance and render a written decision within ten (10) working days.

3. Step 3 - Arbitration:

(a) In the event the grievance has not been resolved at step two, or the Township Manager failed to respond to the grievance, the Union may serve notice of intent to arbitrate the grievance within twenty (20) working days. Where the grievance involves a major disciplinary action subject to the jurisdiction of the Merit System Board of the State of New Jersey Department of Personnel, that procedure must be utilized and the major discipline may not be arbitrated. No grievance concerning the discipline or discharge of a newly hired probationary employee may be

submitted to arbitration. Failure to act within said time period shall be deemed to constitute an abandonment of the grievance.

(b) The arbitrator shall be chosen in accordance with the rules and regulations of the Public Employee Relations Commission. The Arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

(c) In the event the grievance is withdrawn from arbitration, once started, the withdrawing party shall be responsible for all costs incurred in processing the matter to arbitration. If arbitration proceeds to its conclusion, the arbitrator's costs or fees shall be borne equally between the Union and employer. Any other expenses incurred, including, but not limited to the presentation of witnesses shall be paid by the party incurring same.

(d) The arbitrator shall set forth his finding of the facts and reasons for making the award within (30) calendar days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

E. Township Grievances:

Grievances initiated by the Township shall be filed in writing directly with the union president or other duly authorized representative within the same period set forth in step one, paragraph (a). A meeting between the Township Manager and Union representative shall be held within (14) calendar days of the receipt of said filing in an earnest effort to amicably settle the grievance. In the event no amicable settlement shall be reached, the procedure set forth in step three shall be applied. It is agreed by the parties that each arbitration case shall be limited to a single use.

ARTICLE 5  
DUES CHECK-OFF

A. Union Dues:

1. The Township agrees to deduct the Union's monthly membership dues and any initiation fees from the pay of those employees when an individual requests such in writing. The deduction shall be made in compliance with State Law.

2. If, during the term of this Agreement, the Union effectuates any change in the rate of membership dues the Union shall furnish to the Township written notice of same sixty (60) days prior to the effective date of such change.

3. The amounts so deducted shall be certified to the Township by the Union and the aggregate deductions of all employees shall be remitted to the Union together with the list of names of all employees for whom the deductions were made.

4. The Union shall provide the necessary "check-off authorization" form and the Union shall secure the signatures of its members on the forms and deliver the signed forms to the Township.

5. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.

B. Representation Fee:

1. If any employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the Union will notify the Employer, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

3. Except as otherwise provided in this article, the mechanics for deduction of representation fees and the transmission of such fees the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13a-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or its membership is not so available, the employer shall immediately cease making said deduction.

## ARTICLE 6

### HOURS OF WORK AND OVERTIME

A. The regular working week for full-time employees, except as provided below, shall be thirty-five (35) hours per week and shall consist of five (5) days of seven (7) hours each exclusive of one (1) hour for lunch.

B. The regular work week for full-time civilian police dispatchers shall be forty (40) hours per week and the regular work day shall be eight (8) hours per day according to the schedule established by the Chief of Police.

C. Overtime is defined as the time worked by a full-time employee in excess of his regular work day or regular work week when approved by the Department Head or Township Manager.

D. Employees who are required to work overtime shall either be paid at the rate time and one-half the regular rate or shall be granted time off at the rate of one and one-half hours compensatory time per hour of overtime work. Until an employee has accumulated ten (10) hours of compensation time off, the option to pay or compensatory time off shall be the employers.

E. Full-time civilian police dispatchers on the basis of seniority, will have over-time offered to them on a rotating basis. After all full-time dispatchers have been offered overtime and refused, part time dispatchers will be called. If the Township needs to order a dispatcher into work, part-time employees shall be ordered first.

F. All employees, with the exception of police dispatcher, working on Sunday shall receive double time for the hours worked plus any holiday pay when applicable. This shall be effective upon the date of signing this Agreement.

G. The parties agree that longevity payments shall be included as part of the employees base pay for the purpose of calculating overtime pay.

H. In the event an employee is called back to work after the employee has ended the work day, said employee shall receive a minimum of one (1) hour of overtime.

## ARTICLE 7

### MEAL PERIODS

A. Every full-time employee shall be entitled to an unpaid one hour meal period as scheduled by the Department Head. Dispatchers will remain at their post for lunch, and shall be allowed to eat lunch at any time while on duty because they will be paid for a 40 hour work week.

## ARTICLE 8

### REFRESHMENT BREAKS

Employees will be granted two (2) fifteen minute refreshment breaks daily, one (1) such refreshment break shall be in the morning and the other in the afternoon at time and locations designated by the Department Head or Supervisor.



## ARTICLE 9

### SALARIES

A. Employees employed by the Township prior to January 1, 1993 shall be placed in a pay grade shown on Schedule A and compensated in conformance with Schedule A.

B. Employees hired after January 1, 1993 shall be paid in accordance with Schedule B. dependent upon the pay grade of said employee. The starting rate shall be the minimum for the classification. Employees with above average and better than minimum experience may be hired above the minimum starting rate at the discretion of the Township Manager.

1. These employees shall be eligible for a step increase by placement in the next higher salary step on such employee's anniversary date of employment upon satisfactory job performance review as recommended by the Township Manager.

2. Information on pay rate, date of hire and rationale for placement shall be provided to the Union whenever any employee is hired above the minimum as provided in Section B above. Within six (6) weeks the Township shall enter into negotiations with the Union to establish new hire on the proper step of the salary guide.

## ARTICLE 10

### LONGEVITY

Longevity payments shall be made in accordance with the following schedule:

	<u>1996</u>	<u>1/1/97 AND THEREAFTER</u>
5 years through 9 years of service	\$ 750.00 yearly	\$1,050.00
10 years through 14 years of service	\$ 850.00 yearly	\$1,150.00
15 years through 19 years of service	\$ 950.00 yearly	\$1,250.00
20 years through 24 years of service	\$1,050.00 yearly	\$1,350.00
25 years through 29 years of service	\$1,150.00 yearly	\$1,450.00
30+ years of service	\$1,250.00 yearly	\$1,550.00

A. All regular full-time employees shall be entitled to their longevity payments as per the above between December 1st and December 15th of each year provided they have completed at least five continuous years of regular full-time employment in the Township during the year in which the payment is to be made.

B. Employees shall be entitled to the longevity payments pursuant to the above schedule, on December 15 of each year, provided that the employee has completed at least their fifth continuous year of regular full-time employment with the Township by December 15. If an employee's fifth continuous year of regular full-time employment is reached prior to December 15 of the same calendar year, the employee shall be entitled to any additional days the employee has been employed beyond the fifth year anniversary date for the purpose of this Article only, shall be December 15. For example: An employee's fifth year anniversary date is October 15, the employee shall be entitled to an additional two (2) month sixty (60) days of longevity payments or a total of 14 months of longevity payments. In each subsequent year, the employee shall receive the lump sum amount indicated for their corresponding years of service on December 15.

C. Upon resignation, termination, death or retirement, an employee or in the case of death, his/her estate shall be entitled to the longevity payment for the current year pro-rated upon the number of months worked in the calendar year in which the separation becomes effective.

## ARTICLE 11

### HOLIDAYS

A. The following holidays shall be recognized:

One-half day before New Year's day	Veteran's Day
New Year's Day	Thanksgiving Day
Lincoln's Birthday	Friday after Thanksgiving Day
Good Friday	One-half day before Christmas Day
Independence Day	Christmas Day
Martin Luther King Day	Memorial Day
Election Day	Labor Day
One (1) Floating Holiday	Washington's Birthday

Employees may schedule floating holidays on any work day during the year, provided, however, the department head is given notice at least forty-eight (48) hours in advance of the selected day.

B. In the event any of the aforementioned holidays fall on Saturday, they shall be celebrated on Friday; and in the event any of the aforementioned holidays fall on Sunday they shall be celebrated on Monday.

C. A designated holiday falling within the vacation period of an employee, shall not be charged as a vacation day.

D. Employees who are scheduled to work on the recognized holidays noted in this Article, shall be paid at the rate of time and one-half the regular straight time rate, for actual hours worked on the holiday, plus a day paid at straight time for the holiday as such.

## ARTICLE 12

### VACATIONS

A. The Township agrees to grant vacations for all employees in the Union in accordance with the following schedule:

1. During the remainder of the Initial year of employment, each employee shall receive one (1) vacation day for each complete month of service worked.
2. During the first complete calendar year - twelve (12) work days annually.
3. During the second complete calendar year - thirteen (13) working days annually.
4. During the third complete calendar year - fourteen (14) working days annually.
5. During the fourth complete calendar year - fifteen (15) working days annually.
6. Upon the completion of the fifteenth (15th) calendar year an employee shall receive twenty (20) working days annually. Such additional days may be utilized as of January 1 in any calendar year in which a member becomes eligible.

B. An employee will not be granted vacation leave during the initial three (3) months of employment but, thereafter, such period may be credited towards annual vacation allowance. However, there will be no vacation accrued or paid for any employee dismissed during the probationary period established under Civil Service Rules.

C. Vacation time may not be accumulated for a period past the vacation year without the prior written approval of the township Manager and shall only be

carried forward into the next succeeding year.

D. A vacation year is that period between January 1st and December 31st.

E. Vacation leave shall be utilized in blocks of no less than three (3) nor more than ten (10) consecutive days in any year. However, up to twenty-five percent (25%) of an employee's total number of vacation days allocated for a year may be taken as individual vacation days, if such a request is submitted to the Township Manager by April 1, for the year it is requested, indicating the exact day or days vacation shall be taken.

F. Vacation Cash Out.

1. An employee may exchange up to five (5) days vacation for cash.
2. The employee shall advise the Township Manager of their desire to exchange the days no later than January 31, of the year in which the vacation is to be taken.
3. The exchange of the days may be rescinded by the employee no later than November 1 of the calendar year in which the vacation is to be taken. In no event shall the vacation be carried to the next calendar year.
4. Cash out checks are to be paid during the month of December of the year in which it is to be taken.

### ARTICLE 13

#### PERSONAL DAYS

Employees shall be entitled to three (3) per year. Such days shall not be counted as sick days and shall be used up in entirety before any request for use of vacation days, but not regularly scheduled vacation periods.

## ARTICLE 14

### SICK LEAVE

A. All employees shall be credited with one and one-quarter (1-1/4) days sick leave per month or fifteen (15) accumulated sick days per year.

B. Sick leave shall be cumulative from year-to year- and shall be posted annually.

C. The Union and its membership agree to cooperate to the best of their ability to minimize sick leave and recognize that abuse of sick leave shall be cause for disciplinary action.

D. Where no sick leave is taken in the previous calendar year, then the employee shall be entitled to three (3) non-accruable incentive days in the following year. In the event three (3) or less sick days are taken, then the employee shall be entitled to one (1) incentive day. Said leave to be scheduled with permission of the Department Head or Township Manager.

E. Each employee shall receive a lump sum payment for one-half (1/2) of all earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided for herein.

1. Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the employee's base salary received during the last year of his employment prior to the effective date of his retirement, provided, however that no lump sum supplemental compensation payment shall exceed \$15,000.00

2. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase, or decrease any pension or retirement benefits to such retired employees.



3. An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his accumulated sick leave computed only from the date of return to employment.

4. In the event of an employee's death after the effective date of his retirement or before payment is made, the payment shall be made to his estate.

5. The employee intending to request compensation for accumulated sick time under this section in the year of his retirement, shall notify the Township Manager, in writing, no later than December 15th of the preceding year.

## ARTICLE 15

### BEREAVEMENT LEAVE

A. Leave with pay, not exceeding five (5) days, shall be granted to any employee in the event of death in his immediate family which includes:

1. Employee's spouse, child, parent, brother, sister, paternal grandparents, maternal grandparents.
2. Child, parent, brother, brother-in-law, sister, sister-in-law of his or her spouse.
3. Any other relative permanently living under the same roof as employee.

B. Employee shall be granted up to one (1) day off with pay per year to attend the funeral of any other relative. In the event an employee is required to travel out of the State of New Jersey to attend a funeral, an additional day off with pay shall be afforded.

C. Such leave will not be charged against the employee's sick leave.

## ARTICLE 16

### INJURY LEAVE

A. A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Council for a period up to one (1) year with full pay, provided the employee applies, in writing, to the Township Manager. When such action is taken by Council, the employee shall not be charged any sick leave time lost due to such injury.

B. When the employee receives monies through any policy of worker's compensation, said monies (pay) shall be paid over to the Township of Aberdeen.

C. In the event that any employee contends that he is entitled to a period of disability (job related) beyond the period established by the treating physician, or a physician employed by the Township or by its Worker's Compensation insurance carrier, then in that event, the burden shall be on the employee to establish the extended period of disability by way of a judgment in the Division of Worker's Compensation or by the decision of a court of competent jurisdiction at his cost and expense.

D. In the event that an employee-employer dispute occurs as to whether an absence shall be designated as sick leave or as an injury on duty, or as to the extent of temporary disability, nature of the claim, i.e., sickness, job-related injury or disease illness, then the employee and employer shall be bound by the decision of the appropriate Division of Worker's Compensation or the decision of a court of competent jurisdiction.

## ARTICLE 17

### HOSPITALIZATION

The employer shall continue to provide to employees and eligible dependents a health program with benefits substantially equivalent to those previously provided under the State Health Benefit Program. Effective April 1, 1994, the deductible under said program shall be \$250.00 per year for individuals and \$500.00 per year for families. Effective January 1, 1995, employees shall pay, by payroll deduction, \$13.00 per month for individual coverage and \$22.00 per month for family coverage toward the premium for said program.

## ARTICLE 18

### LIFE INSURANCE

The employer shall insure all full-time regular members of the Union with life insurance in the amount of \$5,000.00 with the beneficiary to be designated by each employee.

## ARTICLE 19

### DENTAL INSURANCE

The employer shall continue to provide to employees a plan with benefits substantially equivalent as heretofore. Effective January 1, 1995, employees shall pay, by payroll deduction, \$8.44 per month toward the premium for said plan.

## ARTICLE 20

### PRESCRIPTION PLAN

Each employee in the bargaining unit and eligible dependents shall be eligible to participate in a drug prescription insurance plan. Commencing April 1, 1994, the employee and dependents shall pay, for each prescription, \$5.00 for generic drugs and \$10.00 for non-generic drugs. Effective January 1, 1995, employees shall pay, by payroll deduction, \$5.00 per month for individual coverage and \$11.00 per month for family coverage toward the premium for said insurance plan.

## ARTICLE 21

### DISABILITY INCOME INSURANCE

Every employee covered under this Agreement shall be enrolled in a non-job related disability compensation plan, at no cost to the employee. Said insurance plan shall pay 2/3% of the employee's weekly base earnings subject to a maximum payment of \$106.00 per week after the waiting period stated in the current policy. The disability policy coverage shall be limited to a one-year package.



## ARTICLE 22

### POLICE DISPATCHER UNIFORMS

A. Following satisfactory completion of the probationary period, all full-time police dispatchers shall be provided with the following initial uniform outlay at Township expense:

- 3 summer blouses (women) or shirts (men);
- 2 winter blouses (women) or shirts (men);
- 3 pairs of slacks (men);
- 3 pairs of slacks or skirts or any combination thereof (women);
- 2 ties
- 1 paid A.T.P.D.'s collar insignias;
- 1 breast badge;
- 1 name plate;
- 1 belt; and
- communication patches

B. Female dispatchers shall have the choice of wearing either a skirt or slacks as designated in Section A above.

C. The Township reserves the right to designate the supplier, type, quality and color of uniforms. Uniforms shall remain the property of the Township.

D. Employees shall be required to wear the uniform during working hours and shall maintain the uniforms in good condition. All uniforms shall be inspected by the Chief of Police or his designee from time to time to insure proper condition, cleanliness and uniformity. Each employee shall replace unsatisfactory clothing when required by the police Chief and be responsible for all non-job connected loss or damage to issued uniforms.

E. All employees shall receive a clothing maintenance allowance of

\$400.00 each year of the contract to cover the cost of cleaning and alterations to uniforms, including replacement. The allowance shall be paid on or before April 15th of each of the contract years.

F. Newly hired employees shall receive ten (\$10.00) dollars per month maintenance allowance until the end of the first calendar year.

G. Upon resignation or termination, the employee shall return to the Township the pro-rated, unused maintenance allowance.

ARTICLE 23

PROBATIONARY PERIOD

All new and promoted employees shall serve a probationary period according to applicable Civil Service Rules and Regulations for the State of New Jersey, as revised. It is acknowledged that the probationary period is currently ninety (90) days.

## ARTICLE 24

### PAY IN HIGHER CLASSIFICATION

Employees who work in a higher classification more than eight hours shall, beginning with the ninth hour, receive the rate for the job, but that extra payment may not exceed 50% of the employee's base hourly rate of pay.

## ARTICLE 25

### UNION BUSINESS LEAVE AND VISITATION

A. The members of the Union's Negotiating Committee, not to exceed two (2) in number, shall be <sup>GRANTED</sup> ~~granted~~ time off from duty with full pay for all meetings between the Manager and Union for the purpose of negotiating the terms of a collective bargaining agreement when such meetings take place at the time during which such employee members are scheduled to be on duty. Similarly, an employee member, who is an official of the Union, as provided in Article 4 preceding, will also be granted the same privilege for processing grievances. \* (7)

B. The union's representatives or any officer of the Union shall have admission to the Municipal Building at anytime during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head, it being understood, however, <sup>that</sup> ~~the~~ such representative~~s~~ shall not in any way interfere with the operation of the Department \* (8) during working hours and that his privilege shall be so exercised as to keep at a minimum time lost thereby, to the Township. \* (9)

## ARTICLE 26

### BULLETIN BOARDS

Bulletin boards will be made available to the Union for the purpose of posting union notices relating to meetings, dues, and members of Union and of general Union activities. No Township job vacancies shall be posted on said bulletin boards, except with written permission of the Township Manager.

## ARTICLE 27

### PERSONNEL FILES

An employee shall have the right to see his personnel file in the presence of the Personnel Clerk or the Township Manager upon written request and subject to the Township Manager's approval, may make a reasonable number of photocopies of the file's contents at the Township's expense.

## ARTICLE 28

### TRANSPORTATION

Whenever a vehicle other than a Township vehicle is used by an employee with the department head's permission, the Township shall compensate said employee at the rate of .29 cents per mile. The Township shall provide forms as it may need for this reported vehicle use. Such reimbursement shall be made to the employee within fourteen (14) days of written notice of use.



## ARTICLE 29

### EMPLOYEE TRAINING

A. The Township and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Union agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their occupation as provided to the Union by the Township.

2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training, which shall be during a regular tour of duty or if otherwise, compensated for at appropriate rate of pay.

3. Utilizing and sharing with fellow employees new skills acquired through training.

C. The Township Manager and Department Heads will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

D. The Township Manager, and the Union agree to meet, upon written notice of either party, to consider training and development programs for employees covered by the Agreement. Such programs, as required by management, shall include full reimbursement from the township for approved course which are completed by employees as part of employee training program

E. The Township agrees to reimburse employees who receive passing grades in elective courses or training which are directly job related. The employee

must also present a transcript which shows that he or she is progressing toward a specific degree or certification that is job related before enrolling in the course for which reimbursement is sought.

## ARTICLE 30

### EMPLOYEE PERFORMANCE

A. The Union agrees to support and cooperate with the Township of Aberdeen in improving employee performance. In furtherance thereof, the Union shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours.
2. Give full effort to their work.
3. Avoid waste in the utilization of materials.
4. Improve levels of performance.
5. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible.
6. Assist, where possible, in building good-will between the Township of Aberdeen and the Union and the public at large.

B. The Union recognizes that it is the responsibility of the Township Manager and the Department Heads to determine levels of performance for employees, and to establish standards and methods to provide service to the public in the most efficient manner possible. The Union pledges its cooperation in attainment of such standards and methods.

## ARTICLE 31

### SENIORITY

A. All provisions of Civil Service shall apply in selection of appointees, testing and advancement in rank.

B. Seniority, shall commence and become fixed at the date of permanent Civil Service appointment as an employee of the Township and given due consideration by the Township under the following circumstances:

1. The most senior employee shall be given preference in the selection of vacations, provided there is no interruption in the normal operation of the Township.

2. Positions, work schedules, duties, assignments or transfers which are not covered by Civil Service may be bid for by application to the Department Head. The employee having highest seniority shall have preference whenever employees are equally qualified in fitness and ability, provided that the Department Head determines, during the review process, that the employee with seniority would be most suited for the job in the best interest of the Township.

## ARTICLE 32

### NO STRIKE PLEDGE

During the term of the Agreement, the Union agrees on behalf of itself, its members and all the employees it represents, that there will be no strike, slowdown, work stoppage, walkout, sick out, or other job action against the Township. In addition, no collective action will be taken which will place the health, safety or welfare of the public in jeopardy or diminish the effectiveness of the local government operation.

A strike shall constitute sufficient grounds for the termination of employment of such employee or employees.

Nothing contained in the Agreement shall be construed to limit or restrict the Township of Aberdeen in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such strike by the Council or its members.

ARTICLE 33

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of the Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE 34

##### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 35  
EMPLOYEE CLASSIFICATIONS AND PAY GRADES

Positions

Grade:

- A. Clerk Typist, Welfare P.T. Clerk Typist.
- B. Clerk-Steno, Cashier, Bookkeeping Machine Operator, Account Clerk, Police Records Clerk, Sr. Clerk Typist.
- C. Senior Account Clerk, Senior Bookkeeping Machine Operator, Assessing Clerk, Police Records Clerk-Steno, Senior Clerk-Steno, Deputy Municipal Court Clerk.
- D. Senior Cashier (Water Utility), Senior Assessing Clerk.
- E. Communications Operator, Sr. Police Records Clerk-Steno.
- F. Principal Assessing Clerk, Principal Clerk Steno, Principal Clerk Steno/Registrar of Vital Statistics, Principal Clerk.
- G. Municipal Court Clerk, Zoning/Planning Board Secretary.
- H. Sanitary Inspector.



## **ARTICLE 36**

### **SALARY PLAN** **PAY RANGES**

#### **SCHEDULE A - EMPLOYEES HIRED PRIOR TO 1/1/93**

<b>1996 GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	18,675.28	19,055.92	19,437.60	19,819.28
B	19,337.76	19,767.28	20,198.88	20,631.52
C	20,360.08	20,631.52	20,889.44	21,142.16
D	20,360.08	20,898.80	21,435.44	21,972.08
E	22,061.52	22,357.92	22,649.12	22,932.00
F	20,945.60	21,523.84	22,100.00	22,677.20
G	22,552.40	23,210.72	23,868.00	24,528.40
H	26,223.60	26,940.16	27,660.88	28,272.40

<b>1997 GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	19,282.23	19,675.24	20,069.32	20,463.41
B	19,966.24	20,409.72	20,855.34	21,302.04
C	21,021.78	21,302.04	21,568.35	21,829.28
D	21,021.78	21,578.01	22,132.09	22,688.17
E	22,778.52	23,084.55	23,385.22	23,677.29
F	21,626.33	22,223.36	22,818.25	23,414.21
G	23,285.35	23,965.07	24,643.71	25,325.57
H	27,075.87	27,815.72	28,559.86	29,191.25

<b>1998 GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	19,976.39	20,383.55	20,791.82	21,200.09
B	20,685.02	21,144.47	21,606.14	22,068.92
C	21,778.57	22,068.92	22,344.81	22,615.13
D	21,778.57	22,354.82	22,928.85	23,502.87
E	23,598.55	23,915.60	24,227.08	24,529.67
F	22,404.88	23,023.41	23,639.71	24,257.12
G	24,123.63	24,827.81	25,530.88	26,237.29
H	28,050.60	28,817.08	29,588.01	30,242.14

**ARTICLE 36**

**SALARY PLAN**  
**PAY RANGES**

**SCHEDULE A - EMPLOYEES HIRED PRIOR TO 1/1/93**

<b>1999 GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	20,775.44	21,198.89	21,623.49	22,048.09
B	21,512.42	21,990.25	22,470.38	22,951.67
C	22,649.71	22,951.67	23,238.60	23,519.74
D	22,649.71	23,249.01	23,846.00	24,442.99
E	24,542.49	24,872.22	25,196.17	25,510.86
F	23,301.08	23,944.34	24,585.30	25,227.41
G	25,088.57	25,820.92	26,552.12	27,286.79
H	29,172.62	29,969.76	30,771.53	31,451.82

  

<b>2000 GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	21,606.48	22,046.84	22,488.43	22,930.02
B	22,372.92	22,869.85	23,369.20	23,869.74
C	23,555.70	23,869.74	24,168.14	24,460.53
D	23,555.70	24,178.97	24,799.84	25,420.71
E	25,524.19	25,867.11	26,204.01	26,531.29
F	24,233.12	24,902.12	25,568.71	26,236.50
G	26,092.11	26,853.76	27,614.20	28,378.26
H	30,339.53	31,168.55	32,002.40	32,709.90

**ARTICLE 36**

**SALARY PLAN**  
**PAY RANGES**

**SCHEDULE B - EMPLOYEES HIRED AFTER 1/1/93**

<b>1996</b>				
<b>GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	18,131.36	18,500.56	18,871.84	19,242.08
B	18,774.08	19,192.16	19,610.24	20,030.40
C	19,801.60	20,030.40	20,278.96	20,526.48
D	19,767.28	20,290.40	20,810.40	21,331.44
E	21,418.80	21,705.84	21,988.72	22,263.28
F	20,335.12	20,895.68	21,456.24	22,015.76
G	21,895.12	22,534.72	23,173.28	23,813.92
H	25,459.20	26,157.04	26,854.88	27,448.72

<b>1997</b>				
<b>GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	18,720.63	19,101.83	19,485.17	19,867.45
B	19,384.24	19,815.91	20,247.57	20,681.39
C	20,445.15	20,881.39	20,938.03	21,193.59
D	20,409.72	20,949.84	21,486.74	22,024.71
E	22,114.91	22,411.28	22,703.35	22,986.84
F	20,996.01	21,574.79	22,153.57	22,731.27
G	22,606.71	23,267.10	23,926.41	24,587.87
H	26,286.62	27,007.14	27,727.66	28,340.80

<b>1998</b>				
<b>GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	19,394.57	19,789.49	20,186.84	20,582.68
B	20,082.07	20,529.28	20,976.49	21,425.92
C	21,181.18	21,425.92	21,691.80	21,956.56
D	21,144.47	21,704.03	22,280.26	22,817.60
E	22,911.05	23,218.09	23,520.67	23,814.38
F	21,751.87	22,351.48	22,951.10	23,549.60
G	23,420.55	24,104.71	24,787.76	25,473.04
H	27,232.94	27,979.40	28,725.86	29,361.07

**ARTICLE 36**

**SALARY PLAN**  
**PAY RANGES**

**SCHEDULE B - EMPLOYEES HIRED AFTER 1/1/93**

<b>1999 GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	20,170.35	20,581.07	20,994.11	21,405.98
B	20,885.35	21,350.45	21,815.54	22,282.95
C	22,028.42	22,282.95	22,559.47	22,834.82
D	21,990.25	22,572.19	23,150.67	23,730.31
E	23,827.49	24,146.81	24,461.50	24,766.94
F	22,621.94	23,245.54	23,869.14	24,491.58
G	24,357.38	25,088.90	25,779.27	26,491.96
H	28,322.28	29,098.58	29,874.89	30,535.52
<b>2000 GRADE</b>	<b>START</b>	<b>1</b>	<b>2</b>	<b>MAXIMUM</b>
A	20,977.17	21,404.32	21,833.87	22,262.22
B	21,720.77	22,204.47	22,688.17	23,174.27
C	22,909.56	23,174.27	23,461.85	23,748.22
D	22,869.85	23,475.08	24,076.70	24,679.52
E	24,780.59	25,112.68	25,439.96	25,757.61
F	23,526.82	24,175.36	24,823.91	25,471.25
G	25,331.67	26,071.66	28,810.44	27,551.64
H	29,455.15	30,262.52	31,069.89	31,756.94

## ARTICLE 37

### JOB POSTING

Notice of any vacancies or new classifications covered under the Civil Service Rules and Regulations shall be posted on the Union Bulletin Board. Employees Interested In applying for the posted position shall submit a written statement of interest to his immediate supervisor within five (5) working days of the posting. The Township shall give consideration to all statements of interest and shall follow Civil Service Rules and Regulations in regard to filling the job both provisionally and permanently. A copy of such position shall be given to the steward.

ARTICLE 38  
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1996 and shall remain in effect to and including December 31, 2000 without any reopening date. This Agreement shall continue in full force and effect from year-to-year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred and twenty (120) days nor later than sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Aberdeen, New Jersey on this 12th day of March 1998.

Township of Aberdeen

By: Daniel Sobel

By: Cavalyne Green

By: \_\_\_\_\_

By: \_\_\_\_\_

Aberdeen Clerical Employees

By: Doris A. Hoge Pres

By: ~~\_\_\_\_\_~~ Vick Price

By: \_\_\_\_\_

By: \_\_\_\_\_